### **EXHIBIT A**

## Amendment to Asset Purchase Agreement

#### AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to the Asset Purchase Agreement (the "Amendment") dated November \_\_ is made by and between RENAISSANT LAFAYETTE LLC, a Wisconsin limited liability company, as debtor and debtor-in-possession (the "Seller," or the "Debtor") and AMALGAMATED BANK, a bank organized under the laws of the State of New York, as Trustee of Longview Ultra Construction Loan Investment Fund f/k/a Longview Ultra I Construction Loan Investment Fund, a collective trust fund organized under the laws of the State of New York (the "Buyer," or the "Bank").

#### RECITALS

- A. The parties hereto entered into that certain Asset Purchase Agreement ("APA"), dated October 1, 2010.
  - B. The parties hereto have agreed to amend the APA to clarify certain of its terms.

NOW THEREFORE, Seller and Buyer have agreed as follows:

1. <u>Definitions and References</u>. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the APA.

#### 2. Amendments.

- a. The definition of Purchased Assets is hereby amended to include the following new subsection (s):
- "(s) All rights of the Seller as declarant or developer assigned to Buyer pursuant to the Assignment of Declarant Rights."
  - b. Section 2.3 is amended to read as follows:

"The Closing shall occur within three Business Days following the satisfaction or waiver of the conditions to Closing set forth in Article VI (or on such other date or at such other time and place as the parties shall agree in writing); provided, however, that the Closing shall occur no later than 14 days after the date on which the Sale Order becomes a Final Order (the "Closing Date"). The Closing shall take place at the offices of Reinhart Boerner Van Deuren s.c. in Milwaukee, Wisconsin or at such other location as agreed to by the parties."

- c. Section 7.1(b)(i) is amended to read as follows:
- "(i) if the Bankruptcy Court has not entered the Sale Order and such Sale Order does not become a Final Order by January 14, 2011, or the Sale Order is entered by such date but (A) is stayed by order of the Bankruptcy Court or of some other federal district or appeals court (and such stay is not terminated by January 14, 2011) or (B) ceases to be effective and is not reinstated on or before February 14, 2011:"

- d. Section 7.1(b)(iii) is amended to read as follows:
- "(iii) if the Closing does not occur within 14 days of the date on which the Sale Order becomes a Final Order, unless the failure to consummate the Closing is due to the failure of the Buyer to perform any of its obligations under this Agreement to the extent required to be performed by the Buyer on or prior to the Closing Date;"
- e. Schedule 1.6 is hereby amended as reflected in **Exhibit A** hereof.
- 3. No Other Amendment. Except as amended hereby, the provisions of the APA shall remain in full force and effect.

#### 4. Miscellaneous.

- a. <u>Governing Law</u>. This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of Wisconsin (irrespective of such state's choice of laws rules).
- b. <u>Execution in Counterparts</u>. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date set forth above.

AMALGAMATED BANK, as Trustee of Longview Ultra Construction Loan Investment Fund f/k/a Longview Ultra I Construction Loan Investment Fund

By:		•
Name:	JAMES FREEL	
Title:	SENIOR VICE PRESIDENT	

**RENAISSANT LAFAYETTE LLC**, as Debtor and Debtor-in-Possession

By:	MaBun	
Name:	Warren Barr	
Title:	One were	

# Exhibit A Amended Schedule 1.6

Schedule 1.6
Postpetition Real Property Leases

		•	
Lessee	Term	Unit Number	Monthly Rent
Redacted	3/27/10 - 4/30/11	North 301	\$1,300
Redacted	3./1/10 - 3/31/11	North 302	\$1,250
Redacted	5/15/10 – 6/14/11	North 304	\$1,850
Redacted	5/1/10 - 5/31/11	North 305	\$1,325
Redacted	4/1/10 - 3/31/11	North 307	\$1,825
Redacted	6/1/10 - 5/31/11	North 401	\$1,320
Redacted	5/1/10 - 5/31/11	North 402	\$1,350
Redacted	7/1/10 — 7/30/11	North 403	\$1,850
Redacted	3/1/10 - 2/28/11	North 405	\$1,350
Redacted	4/1/10 - 6/30/11	North 406	\$1,575
Redacted	3/1/10 – 2/28/11	North 407	\$1,850
Redacted	3/1/10 - 3/31/11	North 501	\$1,340
Redacted	4/1/10 - 4/30/11	North 502	\$1,290
Redacted	6/1/10 - 6/30/11	North 504	\$1,825
Redacted	4/1/10 - 4/30/11	North 505	\$1,370
Redacted	4/1/10 - 4/31/11	North 506	\$1,525
Redacted	3/1/10 - 8/31/11	North 507	\$1,875

Lessee	Term	Unit Number	Monthly Rent
Redacted	3/1/10 - 3/31/11	North 601	\$1,360
Redacted	4/1/10 - 4/30/11	North 602	\$1,310
Redacted	5/1/10 - 4/30/12	North 605	\$1,400
Redacted	6/1/10 - 6/30/11	North 607	\$2,010
Redacted	2/1/10 - 2/28/11	North 701	\$1,380
Redacted	9/1/10 - 8/31/11	North 702	\$1,402
Redacted	4/1/10 – 3/31/11	North 705	\$1,425
Redacted	3/1/10 – 3/31/11	North 706	\$1,650
Redacted	2/1/10 - 7/31/11	North 707	\$1,900
Redacted	4/1/10 - 5/31/11	North 801	\$1,400
Redacted	4/15/10 – 5/14/11	North 802	\$1,350
Redacted	2/1/10 - 2/28/11	North 805	\$1,385
Redacted	2/1/10 - 2/28/11	North 806	\$1,575
Redacted	3/1/10 - 3/31/11	North 807	\$1,950
Redacted	3/31/10 - 3/31/11	North 901	\$1,420
Redacted	5/1/10 - 5/31/11	North 902	\$1,370
Redacted	8/1/10 - 7/31/11	North 904	\$1,925
Redacted	7/1/10 7/30/12	North 906	\$1,700
Redacted	9/1/10 - 9/30/11	North 908	\$2,650
Redacted	4/1/10 - 9/30/10	North 1001	\$1,440
Redacted	7/1/10 - 7/30/11	North 1002	\$1,390
Redacted	1/1/10 - 12/31/11	North 1005	\$1,450

Lessee	Term	Unit Number	Monthly Rent
Redacted	4/30/10 – 4/30/11	North 1006	\$1,725
Redacted	6/1/10 - 6/30/11	North 1007	\$2,000
Redacted	8/1/10 - 8/31/11	North 1008	\$2,650
Redacted	6/1/10 - 5/31/12	North 1101	\$1,460
Redacted	5/1/10 - 5/31/11	North 1102	\$1,390
Redacted	5/1/10 - 5/31/11	North 1106	\$1.750
Redacted	2/1/10 – 1/31/12	North 1105/1107	\$3,200
Redacted	6/1/10 - 6/30/11	North 1108	\$2,700
Redacted	5/1/10 - 5/31/11	North 1201	\$1,480
Redacted	2/1/10 - 2/28/11	North 1202	\$1,275
Redacted	3/1/10 - 2/28/12	North 1205	\$1,500
Redacted	3/31/10 - 4/30/11	North 1207	\$1,925
Redacted	10/1/10 - 10/31/11	North 1208	\$2,725
Redacted	6/1/10 - 6/30/11	North 1302	\$1,450
Redacted	9/1/10 - 8/31/11	North 1305	\$2,150
Redacted	3/1/10 - 2/28/11	North 1306	\$1,585
Redacted	7/1/10 - 6/30/11	North 1402	\$1,470
Redacted	7/1/10 - 7/30/11	North 1403	\$2,025
Redacted	5/1/10 - 4/30/11	North 1404	\$2,050
Redacted	7/1/10 - 6/30/11	North 1406	\$1.650
Redacted	7/1/10 - 7/30/11	North 1502	\$1,490
Redacted	6/1/10 – 5/31/11	North 1503	\$2,050
Redacted	11/1/10 - 10/31/11	North 1504	\$2,300

Lessee	Term	Unit Number	Monthly Rent
Redacted	10/1/10 - 9/30/11	North 1602	\$1,510
Redacted	6/1/10 - 6/30/11	North 1603	\$2,075
Redacted	4/1/10 – 9/30/10	North 1701	\$2,600
Redacted	8/1/10 - 8/31/11	North 1801	\$2,625
Redacted	6/1/10 – 5/31/11	North 1803	\$2,125
Redacted	6/1/10 - 7/30/11	North 1903	\$2,175
Redacted	4/1/10 - 4/30/11	North 1906	\$1,925
Redacted	4/30/10 – 4/30/11	North 2001	\$2,675
Redacted	11/1/10 - 10/31/11	North 2005	\$2,375
Redacted	5/1/10 - 4/30/11	South 301	\$1,300
Redacted	5/1/10 - 5/31/11	South 305	\$1,325
Redacted	6/1/10 - 6/30/11	South 306	\$1,475
Redacted	5/1/10 - 5/31/11	South 309	\$1,436
Redacted	8/1/10 - 8/31/11	South 401	\$1,320
Redacted	5/1/09 – 4/30/10	South 402	\$1,275
Redacted	6/1/10 - 6/30/11	South 405	\$1,350
Redacted	7/1/10 - 7/31/11	South 406	\$1,475
Redacted	4/1/10 - 9/30/10	South 407	\$1,900
Redacted	9/1/10 - 9/30/11	South 501	\$1,340
Redacted	7/1/10 – 7/31/11	South 502	\$1,290
Redacted	7/1/10 – 7/31/11	South 503	\$1,875
Redacted	6/1/10 – 6/30/11	South 505	\$1,375
Redacted	7/1/10 – 7/31/11	South 506	\$1,600

Lessee	Term	Unit Number	Monthly Rent
Redacted	7/1/10 7/31/11	South 507	\$1.875
Redacted	7/1/10 - 6/30/11	South 508	\$2,550
Redacted	6/1/10 - 6/30/10	South 601	\$1,340
Redacted	7/1/10 – 7/31/11	South 602	\$1,310
Redacted	6/1/10 - 7/1/11	South 603	\$1,900
Redacted	9/1/10 - 9/30/11	South 604	\$1,850
Redacted	6/1/10 - 6/30/11	South 605	\$1,400
Redacted	8/1/10 - 8/31/11	South 606	\$1,550
Redacted	4/1/10 - 9/30/10	South 607	\$2,000
Redacted	6/1/10 - 6/30/11	South 608	\$2,575
Redacted	6/1/10 - 6/30/11	South 701	\$1,380
Redacted	6/1/10 – 6/30/11	South 702	\$1,330
Redacted	9/1/10 - 8/31/11	South 704	\$1,850
Redacted	7/1/10 – 6/30/11	South 705	\$1,425
Redacted	8/1/10 - 8/30/11	South 706	\$1,600
Redacted	6/31/10 – 6/30/11	South 707	\$2,125
Redacted	7/1/10 - 8/1/11	South 708	\$2,600
Redacted	7/1/10 - 7/31/11	South 801	\$1,400
Redacted	6/1/10 - 6/30/11	South 802	\$1,350
Redacted	9/1/10 - 9/30/11	South 803	\$1,975
Redacted	9/1/10 – 8/31/11	South 804	\$1,935
Redacted	7/1/10 – 7/31/11	South 805	\$1,450
Redacted	7/1/10 – 7/31/11	South 806	\$1,625

Lessee	Term	Unit Number	Monthly Rent
Redacted	7/1/10 – 7/30/11	South 807	\$1,950
Redacted	6/1/10 – 6/30/11	South 808	\$2,625
Redacted	7/1/10 - 7/31/11	South 901	\$1,420
Redacted	6/1/10 – 6/30/11	South 902	\$1,370
Redacted	6/1/10 - 6/30/11	South 905	\$1,475
Redacted	6/1/10 – 5/31/11	South 907	\$1,975
Redacted	6/1/10 - 6/30/11	South 908	\$2,650
Redacted	8/1/10 - 8/31/11	South 1001	\$1,440
Redacted	7/1/10 – 7/30/11	South 1002	\$1,390
Redacted	11/1/10 - 10/31/11	South 1005	\$1.500
Redacted	8/1/10 - 7/30/11	South 1006	\$1,810
Redacted	6/1/10 - 6/30/11	South 1102	\$1,000
Redacted	7/1/10 – 7/31/11	South 1106	\$1,675
Redacted	4/1/10 - 9/30/10	South 1107	\$3,375
Redacted	7/1/10 - 7/30/11	South 1108	\$2,700
Redacted	8/1/10 - 8/30/11	South 1201	\$1,480
Redacted	7/1/10 - 8/31/11	South 1206	\$1,750
Redacted	4/1/10 – 9/30/10	South 1207	\$3,400
Redacted	7/1/10 – 7/31/11	South 1302	\$1,450
Redacted	8/1/10 - 7/30/11	South 1304	\$2,025
Redacted	8/1/10 - 8/31/11	South 1305	\$2,150
Redacted	8/1/10 - 8/31/11	South 1306	\$1,725
Redacted	7/1/10 - 7/31/11	South 1307	\$3,025

Lessee	Term	Unit Number	Monthly Rent
Redacted	8/1/10 - 7/31/11	South 1402	\$1,470
Redacted	7/1/10 – 7/31/11	South 1405	\$2,175
Redacted	8/1/10 - 7/30/11	South 1502	\$1,495
Redacted	9/1/10 - 8/31/11	South 1505	\$2,310
Redacted	6/1/10 - 6/30/11	South 1506	\$1,775
Redacted	6/1/10 - 6/30/11	South 1507	\$3,295
Redacted	8/1/10 – 7/31/11	South 1602	\$1,520
Redacted	6/1/10 - 6/30/11	South 1604	\$2,100
Redacted	8/1/10 - 7/31/11	South 1606	\$1,850
Redacted	8/1/10 – 7/31/11	South 1702	\$1,650
Redacted	9/1/10 - 9/30/11	South 1703	\$2,160
Redacted	8/1/10 – 7/31/11	South 1706	\$1,875
Redacted	6/1/10 – 6/30/11	South 1807	\$3,150
Redacted	8/1/10 - 7/31/11	South 1905	\$2,275
Redacted	7/1/10 - 7/31/11	South 2005	\$2,300
Redacted	6/1/10 - 6/30/11	South 2007	\$3,100